

I. WELCOME TO THE CLAIMS OFFICE

A. The Claims Office is here to help you file your claims. Since the Claims System is limited as to when it can pay claims, you must understand your responsibilities as a claimant. Successfully understanding the rules will help you turn your "Iron Claim" into gold. Please read the following pages carefully **before** your personal property shipments arrive, **before** using electrical/electronic items at your quarters, and **before** making decisions on what type of insurance to purchase for protecting your personal property from loss or damage. This Claims Packet is **not** designed to answer all claims questions. However, it answers common claims questions and common errors made by claimants in protecting their property. Failure to read this packet and adhere to the instructions may result in the denial of part or all of your claim.

B. If you have any further questions after reading this claims information packet please call us at DSN 337-4720 for Wiesbaden, DSN 485-6507 for Baumholder, and DSN 324-3863 for Friedberg. Please call to make an appointment or to find out when walk-in services are available.

II. PERSONAL PROPERTY SHIPMENT CLAIMS

A. **NOTICE REQUIREMENTS:** Hopefully your personal property will arrive in the same condition in which it left your last duty station. If it does not, you must follow the notice requirements. Failure to do so may result in an award less than otherwise allowable, or in some cases, **total forfeiture** of your claim. Please note that the notice requirements are substantially different depending on whether you are moving to Germany from another country, or moving within Germany.

1. Notice Requirements for Household Goods (HHG) and Unaccompanied Baggage (UB) Deliveries Shipped to Germany from Another Country:

a. **DD Form 1840:** At delivery, you must list **ALL OBVIOUS DAMAGED OR MISSING ITEMS** that you discover on the DD Form 1840, Joint Statement of Loss or Damage. Failure to do this may result in the denial of part or all of your claim. This form is usually the pink form which the carrier representative will ask you to sign when your goods are delivered. Describe the damage in as much detail as possible (i.e., type of damage and location). Also list missing items (i.e., carton of clothes missing). If necessary, use a blank piece of paper as a continuation sheet and write "Continuation Sheet Attached" on the original DD Form 1840, and "Continuation Sheet DD Form 1840" on the blank piece of paper. After entering all loss and damage you notice at time of delivery, make an estimate on the value of your loss and damage (value of destroyed items and repair cost of damaged items), and enter the amount at block 14c (above your signature column). This amount is used by Transportation to score carriers. A carrier is NOT scored by Transportation without an amount estimated by the property owner. Failure to state an amount may result in the Government being forced to keep bad carriers. **Do not sign the form before you list all loss and damage and enter your estimated amount of claim.** Sign and date the form and any continuation sheets, and have the

carrier representative sign and date the form and any continuation sheets. **TIP:** The easiest way to discover obvious loss is to stand at the door while the movers bring in items or cartons, locate the number on the carton or item being carried, and mark off or line through the corresponding number on your copy of the carrier pickup inventory. The numbers on the cartons or items should correspond to the numbers on your inventory list. The item(s) listed under inventory numbers that are not marked off could be missing and should be entered on DD Form 1840 (i.e., Inv. No. 48, 4.5 cubic feet carton of clothes, missing). This form consists of an original and 4 copies. The carrier will keep one copy and the original and give you three copies.

b. **DD Form 1840R:** Loss or damage discovered after the carrier has departed must be listed on the DD Form 1840R, Notice of Loss or Damage. **This form must be completed and reported to your local Claims Office as quickly as possible, but in all cases within 70 calendar days of delivery for moves from outside of Germany** (for Inter-Theater moves see below). Please note that carriers are unable to trace missing items if no inventory number or the wrong inventory number is listed on the DD Form 1840R. Failure to list the correct inventory numbers will result in our inability to recover any money from the carrier for those items. This, in turn, may result in a reduction of your claims award by the amount otherwise recoverable from the carrier. We strongly recommend that you bring your copy of the carrier pickup inventory to our Claims Office and let us help you complete the DD Form 1840R. However, please call first.

2. **Notice Requirements For Moves Within Germany (Inter-Theater Moves or German Tenders of Service):** This could be an Inter-Theater line haul move (PCS from another duty station within Germany), a consecutive overseas move, a local move, or even a stairwell move. In all of these moves, **loss or shipment damage must be reported to the Claims Office within 70 calendar days.**

B. OBVIOUS DAMAGE OR MISSING INVENTORY LINE ITEMS:

1. **Required Documentation:** As stated above, Claims Service policy requires that you and the carrier must jointly note any obvious damage or missing inventory line items on the DD Form 1840 at time of delivery. Inventory line items are all items separately listed on the inventory (i.e., Inv. No. 1, sofa, large tear in arm; Inv. No. 50, entire carton, containing clothes, missing). For example, it is not obvious if a carton with several items arrived, but an item in the carton is missing or damaged, especially if the cartons were not unpacked. If you fail to note obvious damage or missing inventory line items at the time of delivery, the result may be a complete denial of payment because you cannot show the damage was caused by carrier. Don't let a mover trick you by telling you to file your damaged or missing goods with the Claims Office instead. You must list all obvious damage or missing inventory line items on the DD Form 1840. If you fail to note any obvious damage or loss on the DD Form 1840 at time of delivery, your claim may be reduced or denied for those particular items.

2. **High Value Inventory:** Many carriers now list high value items on a separate inventory ("High Value Items Inventory"). **No payment** may be made by the Claims Office

under any circumstances for loss of an item that was listed on a "High Value Items Inventory" if the item is not reported missing on DD Form 1840 **at time of delivery**.

3. **Time off Work:** In order to ensure you have the opportunity to note obvious damage or missing inventory line items at delivery, USAREUR Supplement 1 to AR 55-71, provides that Commanders **will** release soldiers and civilian employees who are authorized transportation privileges from duty to be present during packing, pickup, and **delivery** of HHG and UB. The property owner will ensure that the inventory is accurate, that **loss and damage** are recorded, and carrier performance reported. **Your residence is your place of duty during a HHG or UB delivery.** Your duty mission is to protect your own interests, the Government's interests, and to police carrier performance.

C. **LOSS OF JEWELRY, FUR COATS, EXPENSIVE LLADRO OR HUMMEL FIGURINES, OR OTHER EXPENSIVE ITEMS NOT LISTED ON THE INVENTORY:** Claims for missing high value items (over \$100) that are not listed on the inventory are generally not payable since there is no evidence that the items were shipped. For items valued at over \$100.00, each expensive item shipped **must** be individually listed on the inventory. Moreover, if the item was shipped, the owner should ensure that it arrived in the shipment and report any loss on DD Form 1840 at time of delivery. For example, proof of ownership or shipment of a jewelry box is not sufficient to substantiate shipment and loss of jewelry. In addition, you must submit purchase receipts or similar evidence with the claim to substantiate value of these items.

D. **PRIVATELY OWNED VEHICLE (POV) JOINT INSPECTION:**

1. **Required Documentation:** A joint inspection **must** be conducted at the time you pick up your vehicle. Bring any loss or damage to the attention of the government inspector or contractor representative. It is recommended that you take a sponge and bucket to wash your vehicle in case it arrives dirty. Doing this will greatly enhance your ability to discover damage. If you choose not to wash your vehicle and later find damage, your claim may be denied. If the carrier representative does not allow you to report damage on the DD Form 788, or if there is a dispute about the extent or cause of the damage, contact the on-site Military Traffic Management Command (MTMC) Representative, DSN 485-7445, immediately **before** leaving the Vehicle Processing Center. You must describe any loss or damage on the back of the DD Form 788, Private Vehicle Shipping Document. Do not make any annotations on the front of this form. The Government inspector or contractor representative will verify the loss or damage and return the form. You must submit this form to the Claims Office to support your claim for reimbursement. **Remember, all loss or damage must be reported before you leave the pickup point.** As a general rule, any loss or damage discovered after your inspection and departure from the pickup point cannot be verified and therefore a claim for these items will usually not be honored.

2. **Hidden Damage:** Hidden damage, such as mechanical damage or damage to the undercarriage, **must** be reported to the Claims Office within a few days of vehicle pick-up.

3. **Time Limits:** Except for the notice requirements documented in D. 1. and 2. above, the time limits for submitting a POV shipment claim are the same as discussed above for HHB and UB shipments.

E. **ADDITIONAL GUIDANCE:**

1. **Agents:** If you have an agent (family member or friend) accept shipments for you, make sure you brief your agent concerning the above mentioned requirements. Remember, when they are acting on your behalf, they are acting as you. That is, if you have your mother-in-law accept delivery of your goods, then you are bound by her actions.

2. **Damaged Goods:** Do **not** throw away any damaged or destroyed items before your claim is settled, or until the carrier has had an opportunity to inspect (within 60 days for items reported on DD Form 1840, or within 60 days for items reported on DD Form 1840R), whichever comes last. The Claims Office or the carrier may need to inspect the items, or Transportation may need to perform a quality control inspection. You may need to turn in claimed items to the Defense Reutilization & Marketing Office (DRMO) if the items have salvage value.

3. **Estimates:** Do not obtain repair estimates until you are instructed **to do so and on how to do so** by the Claims Office. Failure to follow this guidance could result in you not being reimbursed for improperly obtained estimates.

4. **Time Limit Tip:** **Do not let any of the above mentioned time limitations expire.** If your reporting period is about to expire, please take your DD Form 1840/1840R and your copy of the carrier pickup inventory and go directly to the nearest Claims Office and notify the claims personnel that your reporting period is about to expire. We will serve you on an emergency basis.

**III. CLAIMS FOR DAMAGE TO ELECTRICAL/ELECTRONIC ITEMS
AT GOVERNMENT QUARTERS**

A. In Germany the voltage is 220 and the cycle is 50 Hertz. While some Government quarters are equipped with 110-115 volts, they are never equipped with a cycle of 60 Hertz. The difference in cycle may cause damage to some electrical/electronic items. Please check your owner's manuals for use of items other than 50 cycle. If your quarters are not equipped with 110-115 voltage, you may also need a transformer. Using a transformer, however, will not change the cycle.

B. Claims for power surges or damage caused by using 50 cycle instead of 60 cycle are generally not payable. Claims for power surges are only payable when lightning has actually struck the claimant's residence or objects outside the residence, such as transformer boxes, or when evidence shows that a particular residence or a group of residences were subjected to a power surge of unusual intensity. For the above reasons, it is wise to use surge protectors.

IV. VEHICLE CLAIMS OTHER THAN IN SHIPMENT

A. **GENERAL RULE:** Loss or damage to vehicles (including POVs, motorcycles, bicycles, etc.) while located at your quarters or on a military installation is generally only payable if caused by theft, vandalism, fire, flood, hurricane or other unusual occurrence.

B. **EXCEPTIONS:** The following are common exceptions to this general rule. **Please note that for any of the below exceptions to apply, the loss or damage must have occurred while the vehicle was located either at the service members quarters or properly on a military installation, or occurred while the vehicle was being used for the convenience of the government pursuant to orders.**

1. **Temporary Duty Travel:** Loss or damage to vehicles **used under orders** for the convenience of the Government are payable provided the loss or damage did not result from mechanical or structural failure, or the claimant's negligence. As a general rule, however, travel is not considered to be for the convenience of the Government unless it was pursuant to written orders authorizing the use of a POV and for which the claimant is entitled reimbursement. Travel to other buildings on the installation to accomplish routine tasks or travel back and forth from work are never deemed for the convenience of the Government.

2. **Theft or Vandalism:**

a. Theft or vandalism is only payable if there is **clear and convincing evidence** that the theft or vandalism occurred while the vehicle was located at the claimant's assigned or authorized quarters, on the military installation, or used under orders for the convenience of the government. The claimant's statement to police authorities or Claims personnel that the incident occurred at his/her quarters or on post does not constitute such evidence. Make sure that the Military Police investigators or local police note any evidence (i.e., the Military Police find glass of a shattered car window next to the vehicle, or a number of vehicles were vandalized at the same location and time) found at the scene in their report.

b. If your vehicle is located at areas of the installation where the Command has assumed responsibility for the of the vehicle (i.e., a soldier is directed to park the vehicle in a specific area during a deployment, the Government provides security for the lot, and a joint inspection and inventory has been done by the Command), and it is damaged, then you may have a cognizable claim. This does **not** include the non-operational vehicle holding lot since the Command has not assumed responsibility for the POV, has not directed that it be placed in the non-op lot pursuant to orders, and has not done a joint inspection of the vehicle. The non-operational lot is offered for the convenience of the soldier as an alternative to disposing of the vehicle, or putting it in commercial storage. Local law and USAREUR Regulation 190-1 prohibit that an uninsured non-operational (unregistered) vehicle be parked on public roads or parking lots, or on the installation.

3. **Unusual Occurrences:** Vehicle damage may be payable if damaged by golf ball size hail (while damage by hail of normal size is not unusual in this area and is not payable),

damaged by severe storms (such as when trees are uprooted or significant portions of a tree falls on the vehicle), roofs cave in, roof tiles are blown off, or heavy objects are blown onto your vehicle. However, branches or tree fruits that fall during a normal thunder and lightning storm (which are common in this area) are not payable.

4. **Collisions:** Collisions, including hit-and-run, with animals, or shopping carts, etc., or accidental damage caused by children playing or bicycles falling onto a vehicle are only payable if your vehicle was used under orders for the convenience of the Government, or if clear evidence exists that your vehicle was struck by a Government vehicle.

5. **Rocks/Baseballs/Golf Balls, etc.:** Regardless of vehicle location, damage caused by rocks or other foreign objects thrown by other vehicles are normally not payable. Spectators and players normally assume the risk of damage or injury by foul or fly balls. It is therefore not recommended to park your vehicle next to a golf course or baseball field.

V. **THEFT**

A. **GENERAL GUIDANCE:** Incident to service claims are not payable if any negligence of the claimant, the claimant's family member, agent or employee contributed to the loss or damage.

B. **SPECIFIC ITEMS:**

1. **Items Stored Inside a Vehicle:** Theft of items that are not permanently installed (bolted to the vehicle and not just mounted on a slide) are usually not payable. Thefts of car stereos with removable face plates are also not payable if you left the face plate in the vehicle. Small, inexpensive items used with the vehicle (i.e., maps, emergency tools, up to \$60.00 of cassette tapes or \$120.00 of CDs) are payable. Thefts from vehicles that can't be adequately secured (i.e., jeeps with removable tops or plastic windows) are usually not payable.

2. **Motorcycles and Bicycles:** These items must be locked to an immobile object (bicycle rack, tree, pole, etc.) at all times. Since bicycles are very prone to theft, they must be stored inside (i.e., locked basement cage, etc.) for long term storage, or overnight, unless a storage facility is not available at your quarters. Items stored in housing that are done so in violation of Base Support Battalion Regulation 420-90-1 or 210-50 (i.e., creating a fire hazard, etc.), or any other applicable regulation, are usually not payable.

3. **Barracks Theft:** Money, jewelry, and other small expensive items (i.e., cameras), must be **double locked** (i.e., locked wall locker in a secured room) at all times. Store stereos and similar items in a wall locker or unit supply when going on extended leave, TDY, or a field exercise.

4. **Clothing at Dining Facilities and Clubs:** While thefts of clothing at coat racks from installation dining facilities are payable, thefts of clothing from coat racks or cloakrooms of

an Officers', NCO, or Enlisted Club are not payable unless the claimant was attending a mandatory staff or command activity.

5. **Items Kept at a Workplace:** Unless specifically authorized by the unit Commander to perform assigned tasks on a temporary basis, or if the claimant is a civilian employee who is required to provide his/her own tools as a condition of employment, **personal tools or equipment are not payable** if stolen or damaged. The use of private computers at any workplace in USAREUR is specifically prohibited under the provisions of USAREUR Regulation 380-19, paragraph 8, and is therefore not payable at a workplace under any circumstances. Except for items such as coffeepots, small radios, microwave ovens, and inexpensive decorative items such as plants, framed photographs, etc., the workplace is not a proper place to store personal property. Money, or other small, expensive, easily pilfered items may not be left unattended for even short periods of time. If left overnight or not secured in a locked drawer, such items are not payable at a workplace. DO NOT leave your Gortex jacket unattended at the workplace. **Usually Claims will not pay for CIF items.**

VI. AIRLINE TICKETS/INCIDENTAL EXPENSES

A. **AIRLINE TICKETS:** No payment may be made for any intangible property claimed as an incident to service loss. Therefore, if a soldier purchased a non-refundable airline ticket and later had his/her leave is canceled or orders changed thereby making the ticket unusable, a claim for such loss is not payable. Contact you local Legal Assistance Office for assistance.

B. **INCIDENTAL EXPENSES:** Incidental expenses such as estimate fees or cost of transporting damaged items for repair may be payable under certain circumstances and using specific procedures. However, such expenses are usually not reimbursable if the fee is deducted from the repair cost upon repair. Other incidental expenses such as food or lodging costs while awaiting arrival of property shipment, vehicle rental costs, loss of use, carrying charges, interest, attorney's fees, telephone calls, cost of transporting claimant or family members, inconvenience, time spent in preparation of a claim, or cost of insurance premiums are not compensable.

VII. TYPES OF CLAIMS NOT PAYABLE BY CLAIMS BUT POSSIBLY PAYABLE FROM OTHER SOURCES

A. **ARTICLE 139 CLAIMS:** In certain situations, persons who have suffered either willful damage (vandalism) or wrongful taking (theft) by a soldier may file an Article 139 against that soldier. Article 139 Claims should be filed within 90 days from the date of the incident (theft or vandalism detected). Article 139 Claims filed after 90 days may only be considered if the claimant had good cause. Questions concerning the Article 139 process should be directed to your local Legal Assistance Office.

B. **TA-50:** Loss or damage to issued items cannot be paid by Claims in most cases. See your ISG or superior officer for re-issuance.

C. **DELAY OF SHIPMENT:** If the delay of a shipment is the fault of a commercial carrier, you can file an inconvenience claim **directly** against the carrier. The installation Transportation Office can assist you in filing an inconvenience claim.

D. **GOVERNMENT CONTRACTOR CLAIMS:** If damage or loss was primarily the result of the fault or negligence of a Government contractor **other than** a common carrier or warehouse firm, you **must** file your claim with the contractor (i.e., contractor paints buildings on the installation and spills paint on your vehicle, damage caused by faulty installation of an item by a Government contractor in the Housing Area). If the damage was caused by a Government contractor, contact Legal Assistance or Claims for assistance in filing your claim against the contractor. File your claim as soon as possible since there are usually short time limitations to file such claims.

E. WORK INJURIES:

1. **Civilian Employees:** Claims by civilian employees for injuries sustained incident to employment must be filed under Worker's Compensation at the Civilian Personnel Office.

2. **Soldiers:** Claims for injuries or death of a member of the Armed Forces of the U.S. that occurred incident to service is not payable by Claims.

VIII. PRIVATE INSURANCE COVERAGE

To cover yourself from losses not covered by the Army Claims System, **it is recommended that you obtain private insurance.** The Army Claims System is not intended to and cannot provide total insurance coverage. Even if your claim is compensable, please note there are maximum allowances that are applicable to all property. Maximum allowances for property may be obtained from the transportation booklet "It's Your Move" or from your local Claims Office. Moreover, your **property will be depreciated** to compensate you only for the actual value of missing or destroyed items at the time of loss. Absent substantiation of age, the Claims Office is required to assume that the property is at least 5 years old. In addition, if you have a **lien on**

your vehicle and cancel your insurance during shipment, your lender may purchase extremely expensive insurance to cover the lapse in the policy.

IX. CONCLUSION

We do not enjoy telling claimants that the Army cannot pay their claim. Help us turn your Iron Claim to Gold by understanding your responsibilities and following the above mentioned guidelines and precautions. Remember, failure to do so could result in you either receiving less than you could have or in the complete denial of your claim.

TO: Office of the Staff Judge Advocate
HQ, 1st Armored Division
ATTN: Claims Office
Unit 24309
APO AE 09252

RECEIPT OF CLAIMS INFORMATION
AND INSTRUCTIONS
TURNING YOUR IRON CLAIM GOLD

I received the Claims information and instructions “TURNING YOUR IRON CLAIM GOLD” and understand that failure to comply with the instructions may result in a reduction of payment or even in a denial of a claim I may have.

Name: _____ SSN: _____
(LAST, First, Middle Initial)

Unit Address: _____

Date: _____ Signature: _____